

CUB3546 Footy Finals 2024 Promotion Terms & Conditions ("Conditions of Claim")

Schedule	
Promotion:	CUB3546 Footy Finals 2024 Promotion
Promoter:	Carlton & United Breweries Pty Ltd ABN 51 004 243 994, 2 Southbank Blvd, Southbank VIC 3006, Southbank, VIC 3006, Australia. Ph: 1800244054 For any inquiries regarding this Promotion, please contact the Participating Venue.
Promotional Period:	Start date: 26/08/24 at 12:01 am AEST End date: 07/10/24 at 11:59 pm AEDT or once all game cards available are exhausted
Eligible claimants:	Claims are only open to Australian residents who are aged 18 years or over.
How to Claim:	<p>Participating venues will advertise a list of participating product(s) for the purposes of this Promotion. Participating products may include one or more of the following: Victoria Bitter, Carlton Draught, Carlton Dry or Good Tides (each a "Participating Product").</p> <p>To claim a gift, the claimant must complete the following steps during the during the Promotional Period:</p> <ol style="list-style-type: none"> a) purchase a jug or two (2) glasses (in one transaction) of the Participating Product(s) advertised in venue, to share, from any venue within Australia displaying advertising for this Promotion ("Participating Venues"). Claimants will receive a game card with a unique code at the time of purchase, while stocks last; b) visit the promotional website (by scanning the QR code advertised in venue); and fully complete and submit the online registration form to create an account by providing their personal details as requested (if they have not done so already)* OR log-in to their existing account; and c) enter the unique code found on the game card ^. <p>For the sake of clarity, if a claimant purchases a jug of Victoria Bitter in a Participating Venue displaying Carlton Draught as the venue's Participating Product, the purchase will be ineligible to claim any gift in this Promotion (and vice versa). Only purchases of the advertised Participating Product(s) will be eligible in this Promotion.</p> <p>*There is a limit of one (1) account registration per person. ^Unique codes will be divided into the following two (2) categories (based on the qualifying product purchased) – Category A: Carlton Draught, Good Tides and Carlton Dry; and Category B: Victoria Bitter (each a "Category").</p> <p>Proof of Purchase: The claimant must retain proof of purchase. The proof of purchase required is the game card received for the qualifying purchase. If a claimant does not produce the proof of purchase for all claims when requested by the Promoter, the Promoter may disqualify their claim and the claimant will lose any right to a gift. The proof of purchase must be identical to that provided by the claimant with their claim (i.e. the game card must have the unique code used in the claim). If, in the Promoter's opinion, a claimant has shared any game card or unique code with another individual, their claim will be invalid, and the claimant will lose any right to a gift.</p>
Claims permitted:	<p>Multiple claims permitted subject to the following:</p> <ol style="list-style-type: none"> a) limit one (1) qualifying purchase and game card permitted per person per day; b) maximum of one (1) game card permitted per qualifying transaction; c) maximum of five (5) unique codes per claim submission is permitted (details below); d) unrecognised codes will be deemed invalid; e) the same unique code cannot be used more than once; f) the claimant is eligible to redeem a maximum of ten (10) unique codes in total across the Promotional Period; and g) each claim must be submitted separately and in accordance with the claim instructions above.

<p>How to redeem a code and claim a gift:</p>	<ul style="list-style-type: none"> Once a claimant has entered a unique code into their account, the claimant may choose to claim a gift or make more qualifying purchase/s (subject to the claim limits above) over the Promotional Period to obtain additional game cards with unique codes to add and/or save to their existing account. Unique codes will be stored in the claimant’s online account into the applicable Category (based on the qualifying product purchased and as outlined above). The number of unique codes in a Category required to claim a gift is outlined in the table below. <table border="1" data-bbox="293 386 1182 630"> <thead> <tr> <th>Number of unique codes of the same Category</th> <th>Gift Value^^</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$5</td> </tr> <tr> <td>2</td> <td>\$10</td> </tr> <tr> <td>3</td> <td>\$20</td> </tr> <tr> <td>4</td> <td>\$35</td> </tr> <tr> <td>5</td> <td>\$50</td> </tr> </tbody> </table> <p>^^Category A unique code(s) are redeemable for an AFL Store e-voucher and Category B unique code(s) are redeemable for an NRL Shop e-voucher (to the value outlined in the table above).</p> <p>If a claimant has remaining unique code(s) in their account by the end of the Promotional Period, the unique code(s) must be redeemed by 11.59pm AEDT on 14/10/24 (“Redemption End Date”). Any unused or unredeemed unique code(s) by the Redemption End Date will be void and forfeited. The Promoter is not responsible if the claimant’s mobile device or desktop is not sufficiently capable for the purpose of submitting a claim.</p> <p>Once a claimant has submitted the required number of unique codes corresponding to a gift value being claimed (as set out in the table above), the claimant will receive an email (to the email address provided in their claim form) acknowledging their claim and confirming their gift and further details on how to claim their gift. The e-voucher will be sent to successful claimants as a code.</p>	Number of unique codes of the same Category	Gift Value^^	1	\$5	2	\$10	3	\$20	4	\$35	5	\$50
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1	\$5												
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<p>E-Voucher Gift Conditions:</p>	<p>NRL Shop E-Voucher:</p> <ul style="list-style-type: none"> An NRL Shop e-voucher can only be redeemed online at www.nrlshop.com and is valid for use until 01/04/25. NRL Shop e-vouchers cannot be stacked on and are single use only. NRL Shop e-vouchers cannot be used to pay for freight or delivery costs. The full terms and conditions for the NRL Shop e-vouchers can be found at https://www.nrlshop.com/customer-service#gift-cards. <p>AFL Store E-Voucher:</p> <ul style="list-style-type: none"> The AFL Store e-vouchers cannot be stacked on and are single use only. The AFL Store e-vouchers cannot be used to pay for freight or delivery costs. The AFL Store e-vouchers cannot be used to exchange for the AFL store gift cards. The AFL Store e-vouchers can be redeemed online at www.theaflstore.com.au and in store at AFL Stores for merchandise, excluding Ballarat, Traralgon, Optus Stadium, Marvel Stadium Stores and Myer Basement Melbourne locations, and is valid for use until 01/04/25. Delivery costs apply for all transactions under \$119.99 made online at www.theaflstore.com.au. <p>General Conditions:</p> <p>Any ancillary costs associated with redeeming an e-voucher are not included. Any unused balance of an e-voucher will not be awarded as cash. Redemption of an e-voucher is subject to any terms and conditions of the issuer including those specified on the e-voucher.</p>												

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in

these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period, while gift stocks last.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Claimants must keep their proof of purchase specified in the How to Claim section for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to a gift. If the Promoter invalidates a claim and forfeits the claimant's right to a gift, the Promoter may require a gift already awarded to be returned to the Promoter or a Participating Venue.
6. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Claimants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at <https://www.liquorandgaming.nsw.gov.au/>.
7. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
8. The gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
9. Claimants' personal information will be collected by the Promoter directly or through its agents or contractors (including Participating Venues). By claiming, the claimant consents to the Promoter keeping personal information on its database. The Promoter may use this information to conduct and manage the Promotion and for future marketing purposes regarding its products, including contacting the claimant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://asahi.com.au/privacy>. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, gift suppliers and service providers to assist in conducting this Promotion, to communicate with the claimants or in storing data and to the State and Territory lottery departments as required under the relevant lottery legislation. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. If the claimant does not provide their personal information as requested, they may be ineligible to claim a gift in the Promotion. The Promoter's direct marketing communications will, where required by the Spam Act 2003 (Cth), contain a functional unsubscribe functionality that the claimant may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By claiming, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.

10. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
11. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
12. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected claims, or suspend or modify a gift.
13. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated claim software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
14. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion or claiming a gift, the Promoter will resolve the dispute in direct consultation with the claimant. If the dispute cannot be resolved the Promoter's decision will be final.
15. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any gift (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
16. The claimants will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
17. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.